

Solicitation 105-10372

Employee Voluntary Benefits Plan



City of Fort Lauderdale

Bid 105-10372 Employee Voluntary Benefits Plan

Bid Number 105-10372
Bid Title Employee Voluntary Benefits Plan

Bid Start Date Sep 18, 2009 3:07:06 PM EDT
Bid End Date Oct 15, 2009 2:00:00 PM EDT
Question & Answer End Date Sep 30, 2009 2:00:00 PM EDT

Bid Contact Michael F Walker
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Changes made on Sep 30, 2009 10:21:29 AM EDT

New Documents RFP 10372 Attachment D - 2009 Benefit Brochure Teamsters 2.pdf

Changes were made to the following items:

[Employee Voluntary Benefits Plan](#)

Changes made on Oct 2, 2009 2:05:30 PM EDT

Previous Q & A End Date	Sep 30, 2009 2:00:00 PM EDT	New Q & A End Date	Oct 1, 2009 3:00:00 PM EDT
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Changes made on Oct 2, 2009 2:06:41 PM EDT

Previous Q & A End Date	Oct 1, 2009 3:00:00 PM EDT	New Q & A End Date	Oct 2, 2009 3:00:00 PM EDT
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Changes made on Oct 2, 2009 2:27:34 PM EDT

Previous Q & A End Date	Oct 2, 2009 3:00:00 PM EDT	New Q & A End Date	Sep 30, 2009 2:00:00 PM EDT
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Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from a qualified employee benefits firm, hereinafter referred to as the Contractor, to provide the City with an internet-based benefit communications and enrollment system and competitive voluntary employment benefits for its 2,500 employees, for the City's Risk Management Division of the Finance Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The firm must be currently licensed and approved by the State of Florida to provide such services.

The City is interested in having the firm provide a benefit enrollment and administration system accessible 24/7 to City employees through the internet, at work through the City's intranet, and provided by trained benefit representatives during work hours at it's facilities.

The City is desirous to have the selected firm provide the benefit enrollment and communications system for all it's benefits – including core benefit coverage's such as medical, dental, vision and group term life insurance for which they will not be the agent of record. In conjunction with being the agent of record for the City's voluntary benefits being requested by the City, the winning bidder will receive commissions from voluntary benefits that it enrolls and provide the proposed benefit communication and enrollment system at the lowest possible fee – or at no fee at all.

Objectives of Request for Proposal

A. To provide an internet-based voluntary benefit system for communicating benefits, enrolling employees in benefits as well as administering the Section 125 spending accounts highlighted in this document.

B. To offer and administer employee voluntary benefits through payroll deduction with competitive premiums and quality coverage's that are better than employees would normally be able to get in the marketplace on their own.

Added on Sep 30, 2009:

See Attachment D - 2009 Benefit Brochure

Changes made on Sep 30, 2009 10:21:29 AM EDT

Request for Proposal

105-10372

EMPLOYEE VOLUNTARY BENEFITS PLAN

***Opens: October 18, 2009
2:00 p.m.***



City of Fort Lauderdale

***Issued for Finance Department
by the Procurement Services Department***

MICHAEL WALKER
(954) 828-5677

E-mail: mwalker@fortlauderdale.gov

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5933

PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from a qualified employee benefits firm, hereinafter referred to as the Contractor, to provide the City with an internet-based benefit communications and enrollment system and competitive voluntary employment benefits for it's 2,500 employees, for the City's Risk Management Division of the Finance Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The firm must be currently licensed and approved by the State of Florida to provide such services.

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The City is desirous to have the selected firm provide the benefit enrollment and communications system for all it's benefits – including core benefit coverage's such as medical, dental, vision and group term life insurance for which they will not be the agent of record. In conjunction with being the agent of record for the City's voluntary benefits being requested by the City, the winning bidder will receive commissions from voluntary benefits that it enrolls and provide the proposed benefit communication and enrollment system at the lowest possible fee – or at no fee at all.

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B. To offer and administer employee voluntary benefits through payroll deduction with competitive premiums and quality coverage's that are better than employees would normally be able to get in the marketplace on their own.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by Bid Sync at www.bidsync.com

Contact for clarification purposes only may be addressed to Michael Walker, Procurement and Contracts Manager at 954-828-5677 or mwalker@fortlauderdale.gov . Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of Bid Sync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. Questions of a material nature must be received prior to the cut-off date specified in the RFP schedule.

CONTRACTORS PLEASE NOTE: No part of your proposal can be submitted via FAX or e-mailed. The entire proposal must be submitted in accordance with the Instructions to proposers contained in this RFP.

03. ELIGIBILITY/QUALIFICATIONS

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, and have underwritten and provided such specific services for a period of not less than five years, to at least one City similar in size to the City of Fort Lauderdale. Such services provided in a public environment (government) are preferred. All proposers shall provide the City with credentials to support prior experience and ability to provide the services as contained in the RFP specifications. Such credentials shall include, but not necessarily be limited to: a list of client references, previous and current contracts for these services, training, and number of years providing such services.

Minimum Qualifications of Proposer:

- A. The selected firm must have a minimum of five years experience providing the proposed services with similar organizations
- B. Insurance products must be underwritten by companies with a current minimum AM Best rating of A- or above
- C. The selected firm must be currently licensed with the State of Florida Department of Insurance and appointed by all carriers represented in it's proposal along with the City's existing carriers whose products it will service (Colonial Life & Aflac)
- D. All customer service representatives must be licensed with the State of Florida Department of Insurance and appointed by the designated carriers

04. TRANSACTION FEES:

The City of Fort Lauderdale uses Bid Sync (www.bidsync.com) to distribute bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.bidsync.com for further information.

05. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process requiring City Commission action, may be found at

http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm.

Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

PART II - RFP SCHEDULE

The following anticipated timeline for completion of the RFP process and implementation has been established. Dates and times may change, as circumstances dictate, but can only be changed by the City.

Release RFP	09/18/09
Last Date for Receipt of Questions of a Material Nature	09/30/09
Addendum Release (If required)	10/02/09
PROPOSAL DUE (Prior to 2:00 PM)	10/15/09
Evaluation Committee Review, Ranking and Short Listing of Proposals – if required (Estimated)	10/20/09
City Commission Award of Contract (Estimated)	11/03/09
City Reviews final Internet-based benefit communications And enrollment system (Estimated)	11/30/09
Open Enrollment for City Employees (Estimated)	12/01/09 – 12/31/09
Effective date of benefit coverage's	01/01/10

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/08 (GC) are included and made a part of this RFP.

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

06. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

07. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed

qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

08. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City, and shall expire three years from that date. The City reserves the right to extend the contract for one, additional one-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

09. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

10. PRICING

All pricing should be identified on Cost Proposal Page. No additional costs may be accepted, other than the costs stated on the Proposal pages.

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

11. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City, in accordance to Florida Statute, Florida Prompt payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

12. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (three years). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

13. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be :

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

14. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

While this contract is for services provided to the City's Treasury, Parks, Parking and Building Code Services Departments, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

15. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

16. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

17. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

18. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

19. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

20. INSURANCE

The contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$100,000 each person
	\$300,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: 1,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

21 SUBCONTRACTORS

The Contractor must be capable of performing all the services as contained in the bid specifications. If the bidder intends to use sub-contractor in the performance of these services, bidder shall submit complete information on any/all proposed sub-contractors, as a part of the bid response. The same qualifications requirements, and all other terms and conditions of the bid shall also apply to the sub-contractor. The City reserves the right to approve or disapprove of any sub-contractor proposed.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. In addition to other indemnification provisions contained in this Request for Proposal and the ensuing contract, Contractor shall defend at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and City's officers, employees and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors.

22. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

23. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

24. AUDIT

The City reserves the right for its internal auditor or appropriate representative to review ONLY those records pertaining to any contract awarded as a result of these documents and determine if the terms, conditions and specifications of the contract are being followed and if prices charged comply with the contract. The Contractor should retain these records for three (3) three years following the contract expiration or termination.

25. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. INDEMNITY/HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to this bidding process. Without limiting the foregoing, any and all such claims, suits, or other defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

27. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City

Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/documents/lobbyistDocs/lobbyistord1009.pdf> .

28. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

30. DISPUTES

In the event of a conflict between or among the contract documents, the order of priority of the documents shall be as follows:

- City of Fort Lauderdale contract form; then
- Any addendum or addenda released in connection with this RFP in reverse chronological order; then
- The RFP; then
- The Contractor's response to any addendum requiring a response; then
- The Contractor's response to the RFP.

In case of any doubt or difference of opinion, the decision of the City shall control and be binding on both parties.

PLEASE READ BELOW

In the event the Proposer includes a proposed administrative agreement in its response to the RFP, such administrative agreement shall only contain administrative and operational provisions. Any proposed language set forth in the Proposer's response to the RFP purporting to require the City to indemnify or hold harmless the Proposer under any circumstances shall be void.

The Proposer's response to the RFP is a public record pursuant to Florida law. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a trade secret pursuant to Florida law, shall be void. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a trade secret. Proposals purporting to be subject to copyright protection in full or in part will be rejected. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE *BONA FIDE* TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL OR ANY PART THEREOF AS COPYRIGHTED.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Proposal Requirements

The City is requesting proposals for guaranteed benefit coverages for employees and their dependents. The City will offer its employees the opportunity to participate through payroll deduction in the following benefits with financially sound carriers who have been financially rated by AM Best as A- or better:

1. Core group insurance plans (winning firm is not agent-of-record for core benefits) provided by the City that will be communicated and enrolled by the winning firm:
 - Self-insured medical & vision plan from AvMed
 - Group dental plans from Safeguard (DHMO), MetLife (PPO) & Guardian (PPO)
 - Group term life and AD&D plan from Standard
2. Voluntary benefits to be offered by the winning firm as agent-of-record:
 - Section 125 medical and dependent care spending accounts
 - Short-term disability, accident coverage, supplemental hospitalization, universal life, critical illness, pre-paid legal, and cancer plans

The proposed contract will be effective from date of the award for a period of three years with a one-year renewal option provided as long as such renewal is mutually agreeable to both the City and the bidder. The required components to be provided as a part of the RFP response include:

- One-on-one communication and enrollment of all group benefit plans offered by the City by fully trained & licensed customer service reps.
- Electronic interface of data with the various City carriers and City payroll system.
- Offer, explain & enroll competitive voluntary payroll deduction products not normally available to City employees on an individual basis.
- Employee data verification of home addresses & audit of eligible dependents enrolled in a college or university.
- Provide a plan for meeting with active employees at their work locations, reaching out to retirees, and seeing new hires.
- The selected firm must have a minimum of five years experience providing the proposed services with similar organizations
- Insurance products must be underwritten by companies with a current minimum AM Best rating of A- or above
- The selected firm must be currently licensed with the State of Florida Department of Insurance and appointed by all carriers represented in it's proposal and it's desired to have a firm appointed by the City's existing carriers whose products it is hopeful that they will service (Colonial Life & Aflac).

The payroll deductions for the City's current voluntary products will be grandfathered and the City desires that these Aflac & Colonial Life products be serviced by the selected firm.

Estimated Aflac & Colonial Life Policy Count	Number of Enrollees	Monthly Premium
Permanent Universal Life	280	\$14,400
Short Term Disability	186	\$8,400
Accident Indemnity	245	\$10,400
Cancer	255	\$13,600

The City employs approximately 2,500 full-time employees at various locations throughout Fort Lauderdale.

PART V – PROPOSAL EVALUATION CRITERIA

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The first ranked proposer resulting from this process will be recommended to the City Commission for award of a contract.

The award of the contract will be based on certain objective and subjective considerations listed below:

Evaluation & ranking of the proposal as it relates to the enrollment, administrative & approach to be taken by the benefit firm and the product-benefit offering. **(20 points)**

Evaluation and ranking of the firm's experience, references & capability to provide benefit enrollment & Section 125 systems and product-benefit administration. **(25 points)**

Evaluation and ranking of each of five product categories of products will each receive 5 points for a total of 25 points. **(25 points)**

The fees, costs, and expenses identified by the Proposer in the cost proposal page (Part VII) will be worth 10 points for each of the following three areas (total of 30 points) – benefit enrollment system, Section 125 administrative system, and for the voluntary benefit coverage's. Each cost area listed in this paragraph will be scored individually. **(30 points)**

TOTAL POINTS AVAILABLE: 100

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

2^{nd} lowest cost minus lowest cost = X, X divided by lowest cost = Y, Y times the total number of cost points = Z, Total number of cost points minus Z = points assigned to 2^{nd} lowest vendor and so on.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal should respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a proposer supplies publications in order to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

THIS IS A PAPER BID ONLY RFP. All proposals should be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Services Department at City of Fort Lauderdale, 100 North Andrews Avenue, Suite 619, Fort Lauderdale, Florida, 33301 prior to 2:00 PM on the date specified in the SCHEDULE Section of this RFP.

A representative who is authorized to contractually bind the Contractor shall sign the proposal.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS SIX (6) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL

SUBMIT PROPOSAL PAGES ARE AS FOLLOWS:

- Exhibit A: Interrogatories
- Exhibit B: Products/Benefits
- Exhibit C: Biographies
- Cost Proposal Page
- Non-Collusion Statement
- Bid/Proposal Signature Page
- Any Attachments to your Proposal
- Please note that the City has attached the following documents:
 1. Employee census of general and police employees (2,377) – Attachment A
 2. FSA spending account 2009 summary – Attachment B
 3. Data layout for set-up of enrollment system – Attachment C

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE BID/PROPOSAL SIGNATURE PAGE. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL .

Exhibit A: Interrogatories

1. Provide a brief history of your company including location, length of time in business, any ownership affiliations, recent acquisitions/mergers, alliances, etc.
2. Provide your company's carrier appointments, awards and recognitions for the last three years.
3. Provide brief biographical information of the key personnel who would be working with the City's Benefit Department on this program.
4. Provide three (3) references, of similar size to the City (2,500 employees or more), and include company name, contact name and contact phone number for organizations that use your firm for multi-product offerings (at least three different benefit offerings).

Client Reference Name	Offering Description	Contact/Title	Phone

5. Provide the client names (and contact phone numbers) and number of employees covered for at least one similar offering in each voluntary product category by each of your proposed carriers.

Carrier	Client Name	# of Employees	Contact & Phone	Covered Benefit

6. Have you and your firm ever been cancelled (dropped) by an insurance carrier – and if so – which one(s) and for what?
7. Does your firm provide laptop explanations in places where the internet is slow or not available as well as online access to the benefit enrollment system covering all employee benefits offered by the City of Ft. Lauderdale?

8. Given an anticipated January 1, 2010 effective date, please provide a proposed implementation timeframe for our upcoming Benefit Open Enrollment during the month of December.
9. What is your process for enrolling new hires (approximately a dozen a month)?
10. Describe how your enrollers will enroll out-of-area retirees.
11. With what Florida public entities does your company currently have a relationship and describe this relationship and how you are compensated (commission and/or fee-for-service)?

Public Entity	Relationship	Contact & Phone	Commission or Fee?

12. Are you an independent firm or are you part of a larger organization – explain advantages this may give you in servicing the City of Ft Lauderdale?
13. How many years has your company been providing the services proposed and why does your firm believe you would serve the City better than competitors?
14. Does your firm have the capability to provide on-line enrollment services for employees to access from home and work and what back-up capabilities do you have in the event of disasters (hurricanes, power outages, etc.)? Please provide access for the City to review one of your benefit enrollment sites.
15. Please provide documentation (actual examples) of how your voluntary benefit programs have helped employees.

16. Please explain why your staff is better qualified than other firms may be in providing both the enrollment services, Section 125 administration and voluntary products described in this proposal?

17. The payroll deductions for the City's current voluntary products will be grandfathered and the City would like to have the selected firm service these Aflac & Colonial Life products. Please explain how your firm would accomplish this desire?

18. Please provide the carriers and corresponding products that that your firm would offer to City employees, and the number of covered lives that are currently underwritten for this product?

Carrier	Product	Covered Lives

19. Please provide the current ratings for AM Best, Moody's, and Standard & Poors for all carriers being used:

Carrier	AM Best	Moody's	S&P

20. We would like employees to be able to enroll on-line during the Benefit Open Enrollment from home or work – in order to accomplish this please explain the interface with carriers and our

Cyborg payroll system and the process you would suggest for distributing secure passwords to employees in order for them to access the benefit enrollment system.

21. List any Cyborg payroll system with which you currently have an active, electronic interface.
22. Are you able to transmit the data to and from your enrollment system and Section 125 administration system electronically?
23. Provide an overview of the interface between your carriers and our Cyborg payroll and billing system on a self-bill basis. What is the premium reconciliation process? How often are premiums reconciled?
24. In the case of termination or resignation, how are payments collected from the participant? How are deductions processed for new enrollees? Can data be exchanged electronically with the City?
25. Describe your management reporting capabilities and provide samples of your standard reports.
26. Please describe the client access to your enrollment system and the reports that will be made available to the City's benefits office.
27. Please indicate the following for the last fiscal year (2008):
 - Number of active accounts & corresponding active employees being serviced by your team
 - Payroll premium you placed as agent-of-record last year with insurance carriers – please separate the core benefits from voluntary benefits

Since a primary focus of this RFP is to provide the City with an electronic enrollment system for Voluntary Products – the answers to the following questions are critical in the selection of a winning benefits firm. The winning firm must review their system with the City's benefit's staff and get approval from the City for any and all materials including training materials.

- A. The City would like to have you provide the description of a system that could be ready by December 1, 2009 – and give at least three references for organizations with at least 2,000 employees that have already used a similar system and the results each client achieved from the use of the system – with actual client reactions.
- B. Highlight & enroll core benefits (2 HMO & POS medical plans, 2 PPO & DHMO dental plan, group term life plan) to employees at one-on-one sessions with a the resulting electronic feeds for the various carriers (plan selection, level of coverage, names of enrolled dependents).
- C. Highlight & enroll voluntary Section 125 health care & dependent care spending accounts, universal life insurance, cancer & critical illness, accident & hospitalization coverage's to employees at one-on-one sessions. Employees signing up for the voluntary plans/programs shall be provided with a certificate confirming coverage within 30 days of enrollment.
- D. Train appointed agents using laptop computers (containing the system and uploaded nightly to the internet-based system) to communicate the voluntary products at one-on-one meetings with employees citywide to review and make changes to their benefits and provide them with a secure password so they can access the system on their own from work or home. At the conclusion of employee sessions they should receive a complete benefit statement/enrollment form of the selections they have either reviewed and/or made.
- E. Open enrollment will be conducted during the entire month of December (excluding time off for the Christmas and New Years weekends) with meetings held with a majority of the City's employees at the City's various sites including 12 fire stations and more than 12 large locations. During the year you will be supplied with names of new hires to meet with at their work locations throughout the City.
- F. A data layout has been included in the RFP to illustrate the data that will be provided to populate your system – the same data layout will be used to move data back to the City payroll & IT folks. We will want a partial data load on Tuesday (12/22) and the final and complete load of data two weeks later on Tuesday (1/5).
- G. A confidentiality agreement must be signed to ensure the security of the data you will receive and to hold you liable for the agents you appoint to assist with introducing the program. The City retains the right to dismiss any agent who does not fulfill the highest standards of the program and the confidentiality required under City, state and federal statutes.
- H. A plan of action must be instituted using both out-bound and in-bound telephone calls to reach a couple hundred retirees outside the Fort Lauderdale area.
- I. Within 10 days of the conclusion of the enrollment we want a “dumb” system to be posted on the internet for employees to be able to view their secure selections as of 12/31/2009. This should remain available both through a hotlink on the City's www.fortlauderdale.gov and directly to your site for calendar year 2010.

- J. We anticipate that in exchange for the opportunity to meet with our employees and provide the approved voluntary products, the enrollment system will be provided at no cost or a nominal fee which you will need to disclose as part of your costs to the City.
- K. If and when we terminate our relationship we would require that the personal and confidential data of our employees used for the benefit enrollment system and the Section 125 administrative system be returned (and not retained) by you, your staff and/or vendors.

Exhibit B: Products

Section 125 health care and dependent care spending accounts...It is the City's intent to outsource the administration of our Section 125 spending accounts beginning January 1, 2010.

This will mean that the City's participants in the plan (currently 214 employees with more than \$387,245 in funds – see attached) will be handled externally with you or a subcontractor.

It is our desire for the following components:

- § Offer debit cards along with online submission of “paper” claims for participants to be able to file for their reimbursements
- § Orchestrate a weekly payment of claims (with a fund balance) which will be electronically wired from the City to an interest-bearing account
- § Have a monthly reporting cycle which updates the City with either/or on-demand reports and end-of-the-month reports
- § Provide participants with outstanding balances “on-line” and in communications once during the last quarter of the year, following the conclusion of the year, and at the conclusion of the runoff period

Section 125 Components	Description of Services
Set-up	
Monthly Administration	
Transactions	
Reports	
Debit Card	
Funding by City	

Permanent Universal Life Insurance...While the City already has hundreds of employees and their dependents enrolled in permanent life insurance policies we assume that the participation could more than double.

It is our desire to see the following components:

- Guaranteed-issue coverage with only the AIDS and ARC questions asked. If other underwriting questions are required please provide them along with a hard copy of your application (including underwriting questions)
- Long-term care rider which allows the policy-holder to use their life insurance face amount for nursing home or home health care
- Future-purchase-option which allows guaranteed increases of \$1 per month in increased coverage's for the next 5 years on an automatic basis
- At least \$150,000 in guaranteed coverage (or 3-times salary) on the employee, \$100,000 in guaranteed coverage on the spouse, and \$25,000 in guaranteed coverage on dependents

- Portability that allows the employee to take the coverage with them at the same rate when they terminate employment
- Self-billing which requires a process (please provide us with details) for you to reconcile our monthly check and deduction register
- Electronic mechanism for you to pass additions, changes and cancellations on an automated basis each month to our payroll system

To allow us to compare your product to the other respondents please provide the level monthly premium rates and guaranteed cash value (at age 65) for the following:

- Smoker and non-smoker rates for a 40 year old
- Please include the two riders (LTC and \$1 future-purchase-option) with the LTC premium shown separately
- Use the A form
- Do not include any other riders
- What is your guaranteed rate of return for your cash value – indicate what this guaranteed rate has been on January 1st of each of the last 3 years
- The example (include illustration) should be for a 40 year old, non-smoker, A form, with a future purchase option – show us the monthly premium as well as the guaranteed cash value at age 65. Also show us what the additional premium would be for long-term care and provide the terms of the payout under your policy. If you have a childrens term rider please indicate the premium and coverage amount (\$10,000 or \$25,000).

PLAN DESIGN - PERMANENT UNIVERSAL LIFE POLICY		
Plan Provision	Coverage Level	Limitations
Insurance Amount		
Minimum Face Amount		
Maximum Face Amount		
Death Benefit		
Interest Rates		
Guarantee Minimum %		
Current Rate %		
Incontestability		
Issue Ages		
Paid Up Values		
Cash or Loan Values		
Premium Waiver		
Accelerated Death Benefit		
Pre-existing Condition		
Guaranteed Issue		
Guaranteed Renewable		

Long-Term Care Rider Payouts		
Participation Requirements		
Portability		
Other Benefits		

Short-term disability... Since the City only provides disability coverages to those employees who have pension coverages this is an important benefit.

It is our desire to see the following components:

- § Guaranteed-issue coverage with no questions – if there are any underwriting questions please indicate what these may be
- § 50% in guaranteed coverage on the employee – if there is coverage available for dependents please indicate what you offer
- § Portability that allows the employee to take the coverage with them at the same rate when they terminate employment and to what age coverage is extended
- § Self-billing which requires a process (please provide us with details) for you to reconcile our monthly check and deduction register
- § Electronic mechanism for you to pass additions, changes and cancellations on an automated basis each month to our payroll system

To allow us to compare your product to the other respondents please provide the monthly premium rates and guaranteed cash value at age 65 for the following:

- Rate for a 40 year old – is rate guaranteed for the life of the policy?
- The employee makes \$42,000 annually
- If you have different classes of coverage please show us rates for each class and define the class
- Do not include any other riders
- The example should be for a 40-year old with a 50% disability plan who makes \$42,000 annually in salary. The individual has a stroke and is in the hospital for a week, is in a rehab facility for 3 months, returns home for 7-months, returns to work at 50% for 3-months and then goes full-time. Please give us the premium for this policy along with the payout under your two plans.

Plan Design Voluntary Short Term Disability Insurance

Provisions	Coverage Options and Limitations
Eligibility	
Eligibility Waiting Period	
Elimination Period – Accident	
Elimination Period - Sickness	
Benefit Duration	
Benefit Percentage	
Maximum Benefit	
Pre-Existing Condition Limit	

Worker's Compensation	
Portability	

Critical Illness and/or Cancer...The City has a rich medical plan but has seen interest in both critical illness and cancer coverages.

It is our desire to see the following components:

- Guaranteed-issue coverage – if you must have a 12-month pre-existing clause please indicate and define it
- We suggest having three stock levels of payouts for first diagnosis to make it easier to understand i.e. \$5,000, \$15,000, and \$20,000
- Guaranteed coverage on the employee, a percent of this guaranteed coverage on the spouse, and a percent of this guaranteed coverage on dependents
- Portability that allows the employee to take the coverage with them at the same rate when they terminate employment
- If the participant does suffer a critical illness or cancer and receives a payout we are desirous of continued coverage for the person – please explain your subsequent coverage
- Self-billing which requires a process (please provide us with details) for you to reconcile our monthly check and deduction register
- Electronic mechanism for you to pass additions, changes and cancellations on an automated basis each month to our payroll system

To allow us to compare your product to the other respondents please provide the monthly premium rates:

- Rate for a 40 year old – is rate guaranteed for the life of the policy?
- Premium cost for initial diagnosis of \$5,000, \$15,000 and \$20,000 payouts
- Give per occurrence limit
- Give annual maximum
- Give plan maximum
- Do not include any other riders
- The example is for a 40 year old who has purchased a \$15,000 policy (give us the premium for both a critical illness plan and a separate cancer plan), is diagnosed with colon cancer and has surgery (in hospital for 2 weeks), returns home for 6 weeks (chemotherapy treatment), then returns to work full time. Please provide the payouts under your critical illness plan – also give a separate payout under your cancer plan.

Please give us the monthly premium cost as well as the payout under your plan for a 40-year old for all three levels of coverage above for a participant diagnosed for the first time with cancer, in the hospital for 5 days, undergoing treatment for 90 days, in an extended care facility for 10 days, and out of work for 6 months

Plan Design - Cancer/Critical Illness

Plan Provision	Coverage Level	Limitations
Payout on Diagnosis		
First Occurrence Benefit	\$ _____	
Hospital Confinement Benefit	\$ _____ per day	
Radiation & Chemotherapy Benefit	\$ _____ per day	
Experimental Treatment Benefit	\$ _____ per day	
Nursing Services Benefit	\$ _____ per day	
Surgical/Anesthesia Benefit	\$ _____ to \$ _____	
Skin Cancer Surgery Benefit	\$ _____ to \$ _____	
Prosthesis Benefit	Surgically implanted up to \$ _____ Non-Surgical up to \$ _____	
Outpatient Blood and Plasma Benefit	\$ _____ per each day receiving blood transfusion no lifetime limit	
Second Surgical Opinion Benefit	Up to \$ _____ - no lifetime maximum	
Ambulance Benefit	Covers _____% expenses	
Transportation Benefit	Commercial travel or mileage up to \$ _____ per round trip	
Lodging Benefit	\$ _____ per day, _____ days per yr	
Bone Marrow Transplantation Benefit	Inpatient \$ _____ Outpatient \$ _____	
Stem Cell Transplantation Benefit	Up to \$ _____	
Extended Care Facility Benefit	\$ _____ per day	
Hospice Benefit	\$ _____ per day - \$ _____ lifetime Max.	
Home Health Care Benefit	\$ _____ per visit - _____ visit yr	
Wellness Benefit	\$ _____ per contract yr. -	
Premium Waiver		
Coordination of Benefits		
Pre-existing Condition		
Guaranteed Issue		
Guaranteed Renewable		
Eligible Participants		

Miscellaneous Coverages... There are a number of other plans that employee groups within the City have expressed an interest in so we're suggesting three additional coverages be included in your product offerings – accident coverage, supplemental hospitalization, and pre-paid legal services.

It is our desire to see the following components:

- Guaranteed-issue coverage – please highlight any special qualifications you may include in your underwriting.
- Guaranteed coverage on the employee, spouse, and dependents

- Are the rates guaranteed for the life of the policy?
- Portability that allows the employee to take the coverage with them at the same rate when they terminate employment
- If the participant does use the coverage we are desirous of continued coverage for the person – please explain your details
- Self-billing which requires a process (please provide us with details) for you to reconcile our monthly check and deduction register
- Electronic mechanism for you to pass additions, changes and cancellations on an automated basis each month to our payroll system

To allow us to compare your product to the other respondents please provide the monthly premium rates:

Accident Coverage:

- § Rate for a 40 year old – is rate guaranteed for the life of the policy?
- § Accident payout for on or off the job
- § Is AD&D included in basic cost?
- § What's the hospitalization limit?
- § What's the maximum limit per accident?
- § Is a wellness benefit included – if so – what's the benefit?
- § Are there any outpatient benefits?
- § Give annual maximum
- § Give plan maximum
- § Do not include any other riders
- § The example is for a 40 year old (give us the premium) who is in an auto accident and is hospitalized for 30 days and returns home for 3 more months with rehab once a week before returning to work. Give us the payout under the plan.

Hospitalization Coverage:

- § Rate for a 40 year old – is rate guaranteed for the life of the policy?
- § Supplemental hospitalization
- § Is AD&D included in basic cost?

- § What's the hospitalization limit?
- § Is a wellness benefit included – if so – what's the benefit?
- § Are there any outpatient benefits?
- § Give daily maximum coverage
- § Give annual maximum coverage
- § Give lifetime maximum coverage
- § Do not include any other riders
- Is AD&D included in basic cost?
- The example is for a 40 year old hospitalization plan (give premium) who is in an auto accident and is in ICU for 5 days, in a hospital for another 10 days, goes to a rehab center for 2 months and returns home with therapy for 3 months. Give the payout.

Plan Design - Supplemental Medical Insurance

Plan Provision	Coverage Level Medical Bridge	Coverage Level Off-the-job-accidents
Hospital First Day	\$	N/A
Hospital Admission for Accident	N/A	\$
Total Sickness 1 day Hospital Stay	\$	N/A
Total Accident 1 day Hospital Stay	\$	\$
Additional Hospital Days Stay	\$ _____ up to ____ days	\$ _____ up to ____ days
Intensive Care Can Add	\$ _____ up to ____ days	\$ _____ up to ____ days
Emergency Room Treatment	\$	\$
Initial Office Visit	\$	\$
Follow-up Care	\$	\$
Ambulance	\$	\$
Air Ambulance	\$	\$
Common Accidental Injuries	\$	\$
Illness/Accident Outpatient Surgery	\$	\$
Wellness Benefit	\$	\$
Premium Waiver		
Coordination of Benefits		
Pre-existing Condition		
Guaranteed Issue		
Guaranteed Renewable		
Eligible Participants		
Participation Requirements		
Other Benefits		

Prepaid Legal Plan...the City is interested in providing a legal plan that would provide participants with certain basic coverage's at a low-cost monthly premium:

- A free will, coverage for traffic violations, real estate closings, bankruptcies, and a simple divorces

- Easy access to lawyers – how many of your lawyers are located in Broward, Miami-Dade, and Palm Beach counties and are your lawyers available to members 24/7?
- The example should show what the premium is for the employee and during the upcoming plan year what are all the FREE services the participant can receive from your plan.

Exhibit C Biographies

We are desirous of the name, specific background experiences and number of years that each of your team members have as it relates to the City account. Please be specific as to how these team members have worked with public entity groups similar to our City account.

Please provide information on each of the following:

- Your firm's lead City Account Executive
- Your firm's daily City contact
- Benefit enrollment system daily contact
- Section 125 administrative system daily contact)
- Customer Service Representatives that will be meeting with employees
- Voluntary product insurance carriers' daily contacts

PART VII - COST PROPOSAL PAGE

The contractor must quote firm, fixed, annual costs for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period (three-years). The City and winning firm can, mutually agree to the additional annual one-year renewal period.

The fees, costs, and expenses identified by the Proposer will award 10 points for each of the following three areas:

- Benefit enrollment system
- Section 125 administration system
- Voluntary benefit products
-

IF THE COSTS ARE ZERO FOR ANY OF THE AREAS STATED BELOW, PLEASE ENTER \$0.00.

Benefit Enrollment System	Description	Monthly Fee to City	Annual Fee to City
Set-up			
Monthly Administration			
Transactions			
Reports			

Section 125 Administration System	Description	Monthly Cost to City	Annual Cost to City
Set-up			
Monthly Administration			
Transactions			
Reports			
Debit Card			
Funding by City			

Voluntary Benefit Products	Description	Monthly Cost to City	Annual Cost to City
Set-up			
Monthly Administration			
Transactions			

Three Cost Components	Annual Cost to City	Total 3-Year Cost
Enrollment System		
Section 125 Administration System		
Voluntary Benefit Products		

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted by hard copy at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: _____
(Authorized Signature to bind company) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

PART VIII
City of Fort Lauderdale
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model

represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon

award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing

the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Attachment A - Employee Census**Total of 2,377 (General 1,864 + Police 513)**

Employee Age-Years EE Gender

53 Female
66 Female
69 Male
59 Female
55 Female
60 Male
29 Female
43 Female
56 Male
57 Male
28 Female
29 Female
35 Female
51 Male
50 Male
34 Female
45 Male
25 Male
60 Male
63 Female
57 Female
44 Male
46 Male
62 Male
47 Male
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37 Male
51 Male

Date: 9/16/2009

ATTACHMENT B – FSA SPENDING ACCOUNT
TOTAL OF 188 MEDICAL + 26 DEPENDENT = 214 (\$387,245)

2009 FSA Enrolled**Page 1 Medical Spending**

Sex Employment Date EE Status Code Annual Amt

Female 12/10/1990 12:00AM 03 1500.00
 Female 10/1/1986 12:00AM 01 1950.00
 Male 9/10/1984 12:00AM 01 1000.00
 Female 11/1/1982 12:00AM 03 1300.00
 Female 1/30/1989 12:00AM 03 700.00
 Male 1/7/1985 12:00AM 01 2080.00
 Female 5/7/1991 12:00AM 03 2000.00
 Female 2/25/1985 12:00AM 01 3000.00
 Female 2/20/1989 12:00AM 01 500.00
 Male 6/11/1990 12:00AM 03 260.00
 Female 6/17/1980 12:00AM 01 3000.00
 Female 8/10/1987 12:00AM 01 550.00
 Male 1/20/1991 12:00AM 03 1300.00
 Male 7/24/1978 12:00AM 01 2600.00
 Male 2/25/1985 12:00AM 03 1950.00
 Male 4/22/1986 12:00AM 03 260.00
 Female 4/8/1991 12:00AM 03 1300.00
 Male 6/6/1994 12:00AM 03 520.00
 Male 1/10/1994 12:00AM 03 3000.00
 Male 10/11/1993 12:00AM 03 2000.00
 Female 2/16/1987 12:00AM 01 3000.00
 Female 7/30/1990 12:00AM 03 300.00
 Male 4/14/1986 12:00AM 03 2470.00
 Male 11/6/2008 12:00AM 02 1000.00
 Male 1/19/1988 12:00AM 01 3000.00
 Male 11/23/1981 12:00AM 01 3000.00
 Female 2/2/1998 12:00AM 03 500.00
 Male 1/26/1998 12:00AM 01 2080.00
 Male 1/20/1998 12:00AM 03 1000.00
 Male 10/6/1997 12:00AM 01 2340.00
 Female 9/29/1997 12:00AM 01 2340.00
 Male 5/29/1997 12:00AM 03 520.00
 Male 8/26/1996 12:00AM 01 1820.00
 Female 8/19/1996 12:00AM 01 610.00
 Male 8/12/1996 12:00AM 03 1040.00
 Female 1/7/2002 12:00AM 03 500.00
 Female 12/4/2001 12:00AM 03 3000.00
 Male 10/15/2001 12:00AM 03 1300.00
 Male 9/4/2001 12:00AM 01 1500.00
 Male 7/23/2001 12:00AM 03 400.00
 Female 4/9/2001 12:00AM 03 300.00
 Male 2/19/2001 12:00AM 01 1040.00
 Female 4/17/2000 12:00AM 03 3000.00
 Male 2/7/2000 12:00AM 03 1200.00

2009 FSA Enrolled

Page 2 Medical Spending

Sex Employment Date EE Status Code Annual Amt

Female 4/11/2005 12:00AM 03 1000.00
 Male 1/18/2005 12:00AM 01 400.00
 Female 12/6/2004 12:00AM 01 3000.00
 Female 10/25/2004 12:00AM 03 780.00
 Male 10/4/2004 12:00AM 01 1800.00
 Female 10/4/2004 12:00AM 01 1000.00
 Male 10/11/1993 12:00AM 03 3000.00
 Female 3/14/1984 12:00AM 01 1430.00
 Female 4/15/1991 12:00AM 01 1820.00
 Female 3/3/1986 12:00AM 03 910.00
 Female 3/26/1990 12:00AM 01 2600.00
 Male 3/9/1981 12:00AM 01 3000.00
 Male 8/11/2009 12:00AM 03 325.00
 Male 1/5/2009 12:00AM 03 500.00
 Male 1/5/2009 12:00AM 03 600.00
 Female 2/5/2007 12:00AM 03 1000.00
 Male 8/8/2005 12:00AM 01 3000.00
 Female 10/7/2002 12:00AM 01 520.00
 Female 5/6/2002 12:00AM 01 1000.00
 Male 8/2/1999 12:00AM 03 260.00
 Male 6/1/1998 12:00AM 01 3000.00
 Male 3/16/1998 12:00AM 01 720.00
 Female 12/18/1996 12:00AM 01 1200.00
 Female 7/15/1996 12:00AM 03 400.00
 Male 1/2/1990 12:00AM 03 3000.00
 Male 2/17/1997 12:00AM 01 3000.00
 Female 6/1/1998 12:00AM 03 260.00
 Male 3/1/1993 12:00AM 01 1950.00
 Female 3/22/1988 12:00AM 03 400.00
 Female 6/20/1989 12:00AM 03 250.12
 Male 4/14/1986 12:00AM 01 3000.00
 Male 1/6/1975 12:00AM 01 3000.00
 Male 11/27/1978 12:00AM 01 2500.00
 Female 3/23/2009 12:00AM 01 100.00
 Female 5/16/2007 12:00AM 03 1000.00
 Male 4/23/2007 12:00AM 03 2600.00
 Female 11/6/2006 12:00AM 03 700.00
 Female 10/30/2006 12:00AM 03 1600.00
 Female 4/10/2006 12:00AM 03 520.00
 Female 1/17/2006 12:00AM 01 750.00
 Female 1/9/2006 12:00AM 03 1300.00
 Female 5/24/2004 12:00AM 01 1950.00
 Female 5/19/2003 12:00AM 03 780.00
 Male 1/20/2003 12:00AM 03 3000.00

2009 FSA Enrolled**Page 3 Medical Spending Account**

Sex Employment Date EE Status Code Annual Amt

Male 5/25/1987 12:00AM 01 960.00
Female 12/3/1984 12:00AM 01 1560.00
Male 1/4/1988 12:00AM 03 780.00
Male 9/30/1986 12:00AM 01 3000.00
Male 6/18/1984 12:00AM 01 1300.00
Female 5/20/1986 12:00AM 03 1300.00
Female 1/14/1991 12:00AM 03 3000.00
Female 4/10/1989 12:00AM 01 1300.00
Male 1/2/1990 12:00AM 03 1000.00
Male 12/11/1989 12:00AM 93 1170.00
Female 6/11/2007 12:00AM 01 550.00
Female 1/22/2007 12:00AM 01 2000.00
Male 10/9/2006 12:00AM 03 250.00
Male 2/9/2006 12:00AM 01 520.00
Male 2/28/2005 12:00AM 01 1000.00
Female 5/27/2003 12:00AM 03 3000.00
Male 12/16/2002 12:00AM 03 3000.00
Male 10/7/2002 12:00AM 03 1000.00
Male 10/7/2002 12:00AM 03 260.00
Female 2/25/2002 12:00AM 03 1000.00
Female 9/18/2000 12:00AM 03 2400.00
Male 10/1/1999 12:00AM 03 1820.00
Male 3/16/1998 12:00AM 03 3000.00
Female 2/19/1997 12:00AM 03 500.00
Male 10/4/1974 12:00AM 03 520.00
Male 9/11/1989 12:00AM 01 2600.00
Male 4/17/1984 12:00AM 01 1560.00
Female 4/20/1981 12:00AM 03 1170.00
Male 5/12/1986 12:00AM 01 950.00
Male 4/11/1977 12:00AM 03 3000.00
Male 1/11/1988 12:00AM 03 3000.00
Male 12/23/1987 12:00AM 03 2990.00
Male 8/21/1990 12:00AM 03 3000.00
Female 10/8/1991 12:00AM 01 1500.00
Female 12/31/2007 12:00AM 01 3000.00
Female 12/26/2006 12:00AM 03 750.00
Male 9/5/2006 12:00AM 01 1000.00
Female 5/16/2005 12:00AM 03 700.00
Female 12/6/2004 12:00AM 03 500.00
Male 9/8/2003 12:00AM 01 910.00
Female 7/7/2003 12:00AM 03 1820.00
Female 9/19/2005 12:00AM 01 780.00
Female 4/24/2000 12:00AM 01 3000.00
Female 8/2/1999 12:00AM 03 1500.00

2009 FSA Enrolled**Page 4 Medical Spending**

Sex Employment Date EE Status Code Annual Amt

Female 10/21/1996 12:00AM 03 780.00

Female 2/29/1996 12:00AM 01 3000.00

Female 12/18/1995 12:00AM 01 1200.00

Female 3/7/1994 12:00AM 03 700.00

Male 4/24/1986 12:00AM 03 2500.00

Male 8/10/1987 12:00AM 03 3000.00

Female 6/25/1984 12:00AM 01 1170.00

Male 7/30/1990 12:00AM 01 1690.00

Female 8/10/2009 12:00AM 03 5.00

Male 12/1/2008 12:00AM 01 1000.00

Female 10/9/2007 12:00AM 03 1000.00

Female 6/25/2007 12:00AM 03 1040.00

Male 4/1/2008 12:00AM 01 260.00

Female 6/11/2007 12:00AM 03 600.00

Male 12/11/2006 12:00AM 03 2860.00

Female 7/31/2006 12:00AM 01 650.00

Male 5/15/2006 12:00AM 01 1560.00

Female 4/17/2006 12:00AM 03 780.00

Female 3/27/2006 12:00AM 01 540.00

Female 2/28/2006 12:00AM 03 300.00

Male 1/20/2004 12:00AM 01 1040.00

Female 6/16/2003 12:00AM 01 1200.00

Male 1/16/2003 12:00AM 03 3000.00

Male 8/19/2002 12:00AM 01 520.00

Male 8/22/2005 12:00AM 01 2340.00

Female 5/21/2002 12:00AM 03 700.00

Female 4/1/2002 12:00AM 01 1000.00

Female 3/11/2002 12:00AM 03 1560.00

Male 8/2/1999 12:00AM 03 1170.00

Male 6/21/1999 12:00AM 03 1000.00

Female 5/28/1999 12:00AM 03 3000.00

Female 3/8/1999 12:00AM 01 1300.00

Female 1/25/1999 12:00AM 03 1000.00

Female 9/28/1998 12:00AM 03 1690.00

Male 7/6/1998 12:00AM 03 1200.00

Male 3/16/1998 12:00AM 03 500.00

Female 7/1/1996 12:00AM 01 3000.00

Female 6/3/1996 12:00AM 01 3000.00

Female 4/29/1996 12:00AM 01 1560.00

Female 4/1/1996 12:00AM 01 1500.00

Female 8/28/1995 12:00AM 03 1794.00

Male 4/24/1995 12:00AM 01 1560.00

Female 2/1/1993 12:00AM 01 2080.00

Male 1/21/1992 12:00AM 01 1500.00

TOTAL FOR Medical Spending 188 \$283,248.12

2009 FSA Enrolled**Page 5 Dependent Care Spending**

Sex Employment Date EE Status Code Annual Amt

Male 1/21/1992 12:00AM 03 3007.00
Male 2/7/2000 12:00AM 03 3900.00
Female 3/19/2002 12:00AM 01 3000.00
Female 10/25/2004 12:00AM 03 2990.00
Male 3/24/1997 12:00AM 01 5000.00
Female 3/23/2009 12:00AM 01 3000.00
Female 9/18/2000 12:00AM 03 2000.00
Female 4/12/1993 12:00AM 01 5000.00
Male 4/4/1988 12:00AM 03 5000.00
Female 12/31/2007 12:00AM 01 2200.00
Male 9/5/2006 12:00AM 01 4000.00
Female 9/19/2005 12:00AM 01 5000.00
Female 4/24/2000 12:00AM 01 5000.00
Female 8/2/1999 12:00AM 03 300.00
Female 10/21/1996 12:00AM 03 3500.00
Female 12/18/1995 12:00AM 01 5000.00
Female 4/4/2005 12:00AM 01 5000.00
Male 5/20/1999 12:00AM 01 5000.00
Female 3/10/1993 12:00AM 01 5000.00
Female 4/4/1994 12:00AM 03 2850.00
Female 4/28/2003 12:00AM 01 5000.00
Female 2/18/2002 12:00AM 01 5000.00
Male 7/6/1998 12:00AM 03 5000.00
Male 5/1/1995 12:00AM 03 5000.00
Female 6/19/1995 12:00AM 03 5000.00
Male 10/11/1993 12:00AM 03 3250.00

TOTAL FOR Dependent Care 26 \$103,997.00**GRAND TOTAL for both Medical & Dependent Care Spending 214 \$387,245.12**

	A	B	C	D	E	F	G	H	I
1	123456789	1	SMITH	JOESEPH	S	0001295.00	12/15/1997	M	123456789
2	987654321	1	JONES	JOHN	M	0001500.00	7/1/1988	M	000000014
3	Social Security Number	Employee Group 1=Mgmt, 2=Confidential, 3=Supervisory, 4=Teamster, 5=IAFF, 6=FOP	Last Name	First Name	Middle Initial	Gross Pay Per Pay Period	Employment Date	Gender	Employee Number
4	Length = 9	Length = 1	Length = 20	Length = 20	Length = 1	Length = 10	Length = 10	Length = 1	Length = 9
5	Required, numeric. If you do not have valid SSN's you can create bogus SSN's but they must start with an 8 or 9. Example: 900000001, 900000002, etc..		Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...	Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...	Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...	Gross Pay Per Pay Period, if not known leave blank.	MM/DD/YYYY or YYYY/MM/DD	F = Female M = Male	Unique Employee number. Must be 9 bytes, if not pad with zeros. If no unique Employee Number, leave blank.

	J	K	L	M	N
1	12/1/1948	ACCOUNTS PAYABLE	ACCOUNT REPRESENTATIVE	8007489658	123 SHOP STREET
2	7/16/1946	SHOP	CLERK	8037251200	987 NICE AVENUE
3	Birthdate	Department	Job Title	Phone	Address Line 1
4	Length = 10	Length = 20	Length = 20	Length = 20	Length = 40
5	MM/DD/YYYY Y or YYYY/MM/DD	Department can be numeric or alpha. Data needs to be in all CAPS and no punctuation. Remove all commas, periods, etc...	Data needs to be in all CAPS and no punctuation. Remove all commas, periods, etc...	Numeric. No punctuation.	Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...

	O	P	Q	R	S	T	U
1		ATLANTA	GA	859670000	SP	F	N
2	APT 1B	HOUSTON	TX	789651025	SP	F	N
3	Address Line 2	City	State	Zip Code	Dependent Relationship SP=spouse, S=son, D=daughter, D=other	Dependent Gender F=FEMALE, M=MALE	Dependent Student Status Y=Yes, N=No
4	Length = 40	Length = 40	Length = 2	Length = 9	Length=3	Length=2	Length=1
5	Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...	Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...	Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...	Numeric. No punctuation.	This series of 6 dependent screens would be repeated for every dependent covered under plans		If the dependent is a son or daughter and between 19 and 25 years old - this question needs to be asked

	V	W	X	Y	Z	AA	AB	AC	AD
1	123456789	SMITH	JOSEPH	S	1	1	1	1	1
2	987654321	JONES	JOHN	M	1	1	1	1	1
3	Dependent Social Security Number	Last Name	First Name	Middle Initial	Medical Coverage Code 1=HMO1, 2=HMO2, 3=POS	Level of Coverage Code 1=Single, 2=EE+SP, 3=EE+CH, 4=Family	Dental Coverage Code 1=Safeguard, 2=MetLife, 3=Guardian	Level of Coverage Code 1=Single, 2=EE+SP, 3=EE+CH, 4=Family	Term Life Coverage Code 1=Pretax, 2=Postax
4	Length = 9	Length = 20	Length = 20	Length = 1	Length=1	Length=1	Length=1	Length=1	Length=1
5	Required, numeric. If you do not have valid SSN's you can create bogus SSN's but they must start with an 8 or 9. Example: 900000001, 900000002, etc..	Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...	Data needs to be all CAPS and no punctuation. Remove all commas, periods, etc...	Data needs to be all CAPS and no punctua tion. Remov e all comma s, periods, etc...					

	AE	AF	AG	AH	AI	AJ	AK
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	Term Life Biweekly Deduction XXX.XX	Aflac Deduction 1=Pretax, 2=Postax	Aflac Biweekly Deduction XXX.XX	Colonial Deduction 1=Pretax, 2=Postax	Colonial Biweekly Deduction XXX.XX	Section 125 Deduction 1=Medical, 2=Dependent	Section 125 Annual Deduction XXX.XX
4	Length=1	Length=1	Length=1	Length=1	Length=1	Length=1	Length=1
5							

City of FORT LAUDERDALE



*My*Benefits





YOUR BENEFITS *City of FORT LAUDERDALE*

To Benefit Eligible City Employees:

Benefits are an important part of your total compensation package with the City of Fort Lauderdale.

We have teamed up with some of the best benefit vendors in Florida to help make the City a better place for you to work.

STAYING HEALTHY

No matter what your needs are – we have healthcare programs that protect you and your family.

MEDICAL - You have a choice of three AvMed medical plans that include both prescription drug and vision coverage. A special health risk profile is also available to help you evaluate your healthcare needs and get the most out of your benefits.

VISION - Included within the health plan is \$250 per participant for an annual eye exam, glasses and/or contacts.

DENTAL - The group dental plan provides coverage through a network of dentists or less coverage through non-network PPO providers. See the enclosed dental section for more details.

PROTECTING YOUR FINANCES

We all need to think about how we are affected and how our loved ones will be affected if we can't work.

LIFE AND DISABILITY CARE - Standard term life insurance and Colonial permanent life insurance coverages are available while employed and may be taken with you when you leave the City.

LOWERING TAXES - More money goes into your pocket by allowing you to pay for out-of-pocket healthcare and dependent care expenses on a pre-tax basis.

INSURANCE PROTECTION - Rounding out your benefits package are disability plans, cancer policies, specified health event plans, and accident plans, from either Aflac or Colonial that help you when you're sick or injured.

We hope you will take some time to review the benefits described and go online to check out these plans and their providers.

Contact the Benefits Department for more information concerning your benefits by calling 954-828-5160 or visit www.fortlauderdale.gov.



MEDICAL CARE

City of FORT LAUDERDALE

LIFE EVENTS	HOW DO YOUR CITY BENEFITS WORK?	YOUR COST		
		HMO 1	HMO 2	POS
Sick?	Go to a network primary care physician*	\$15	\$30	\$15
Sick on the weekend?	Go to network urgent care (walk-in) clinic, PCP or call AvMed's Nurse line	\$40 or \$15	\$40 or \$30	\$40 or \$15
Regular annual check-up?	Go to a network primary care physician	\$15	\$30	\$15
Think you're pregnant?	Go to network gynecologist or OBGYN	\$15	\$30	\$25
In labor - having a baby?	Go to network hospital	\$250 per admission & 100% coverage	20% of contracted rate after \$750 deductible	\$100 per day for 1st 3 days + 10% of contracted rate
Think you broke a bone?	Go to network orthopedic doctor or if on weekend go to a network urgent care clinic	\$35 or \$40	\$60 or \$40	\$25 or \$40
Chest pains?	Go to network cardiologist or if life-threatening go to any hospital	\$35 or \$100	\$60 or \$100	\$25 or \$90
Reoccurring indigestion?	Go to a network primary care physician	\$15	\$30	\$15
Allergic reactions and/or irregular breathing problems?	Go to primary care physician or if life-threatening go to any hospital	\$15 or \$100	\$30 or \$100	\$15 or \$90
Migraine headaches?	Go to a network primary care physician	\$15	\$30	\$15
Have an open sore?	Go to a network primary care physician	\$15	\$30	\$15
Have a rash or large mole?	Go to network dermatologist	\$35	\$60	\$25
Having trouble reading the newspaper?	Go to any optometrist, vision clinic or clinic in a store	\$250 allotted per person per year		
Life threatening emergency/bad accident?	Go to any hospital emergency room	\$100	\$100	\$90
Friends telling you that you have a drinking problem?	Call Employee Assistance Program at 954-776-7992	20% of fees for 1st 3 mos & 50% for 4-12 mos -		
Terribly depressed and having trouble staying focused at work?	Call AvMed at 1-800-294-8642 and they will get you to a network psychologist or psychiatrist	\$25/visit up to 20 outpatient visits	\$60/visit up to 20 outpatient visits	\$15/visit
Need 90-day supply of prescriptions?	Call Catalyst Rx at 1-800-997-3784 or Walgreen's mail order at 1-866-845-3590	\$20, \$40 or \$70	\$20, \$40 or \$70	\$20, \$40 or \$70
Crutches, braces, wheel-chairs, oxygen tanks or other medical equipment?	Get authorization from your network physician & you will be sent to a network provider for the medical equipment	\$50 per episode of illness - then up to \$4,000 max/year	20% of the contracted rate after deductible - then up to \$4,000 max/year	20% of the contracted rate - then up to \$5,000 max/year

*A primary care physician (PCP) is any of the following doctors: family practice, general practice, pediatrics and internal medicine. Referrals to network specialists are not necessary - you can go direct.

City of FORT LAUDERDALE

MEDICAL CARE

OPEN ACCESS HMO 1 - No coverage using non-AvMed network providers

OPEN ACCESS HMO 2 - No coverage using non-AvMed network providers

POS CHOICE - For these Network coverages in an AvMed service area you must use AvMed Choice providers and when out of AvMed service area(s) you must use PHCS providers

PRESCRIPTION DRUGS - Use your Catalyst Rx prescription card at participating pharmacies or use Walgreens mail service pharmacy for 90-day supplies of maintenance medications (www.walgreensmail.com).

MEDICAL PLAN FEATURES	AVMED HMO NETWORK		AVMED POS CHOICE NETWORK	
	HMO 1	HMO2	In Network	Out of Network
Annual Deductible	\$0	\$750 EE/\$2,250 FAM	\$0	\$500
Annual Maximum	\$1,500	\$5,000	\$500	\$2,000
Annual Family Maximum	\$3,000	\$10,000	\$1,000	\$4,000
Lifetime Maximum	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Network Physician	\$15/visit	\$30/visit	\$15/visit	40% of UCR charge after deductible
Network Specialist	\$35/visit	\$60/visit	\$25/visit	
Maternity Care	\$15/visit	\$30/visit	\$25 initial visit	
Hospital	\$250/admission 100% coverage	20% of contracted rate after deductible	\$100/day for 1st 3 days +10% of contracted rate	
Outpatient Surgery	\$250 copayment	20% of contracted rate after deductible	\$150 then 100% if precertified	40% of the UCR charge after deductible
Outpatient Diagnostic Tests - CAT scan, PET scan, MRI	\$25/test	20% of contracted rate after deductible	10% contracted rate	
Outpatient Diagnostic Tests - Other imaging tests	\$10/test	20% of contracted rate after deductible	No charge	
Hospital emergency room	\$100 copayment	\$100 copayment	\$90 copayment	\$100 copayment
Urgent care services - In-network	\$40 copayment	\$40 copayment	\$40 copayment	N/A
Urgent care services - Out-of-network	\$60 copayment	\$60 copayment	\$60 copayment	\$60 copayment
Mental Health - 20 outpatient visits	\$25/visit	\$60/visit	\$15/visit	40% of the UCR charge after deductible
Mental Health - 30 days	\$250/admission	\$250/day for 1st 5days	\$100/day for 1st 3 days+ 10% contracted rate	
Allergy Treatments - Injections	\$10/visit	\$30/visit	\$25 copayment	20% of UCR charge after deductible
Allergy Treatments - Skin testing	\$50/course of testing	\$50/course of testing	\$25 copayment	
Ambulance	No charge	\$100 copayment	No charge	
PRESCRIPTION DRUG PLAN CATALYST Rx AND WALGREENS MAILSERVICE PHARMACY				
Generic-30 day	\$10	\$10	\$10	
Brand Name-30 day	\$20	\$20	\$20	
Non-preferred brand name-30day	\$35	\$35	\$35	
Mail Order Generic-90 day	\$20	\$20	\$20	
Mail Order Brand Name-90 day	\$40	\$40	\$40	
Mail Order Non-Preferred Brand-90 day	\$70	\$70	\$70	

For more information about the AvMed plans offered by the City, contact the Benefits Department.



EYE CARE

City of FORT LAUDERDALE

VISION FOR EYE EXAMS, EYEGLASSES & CONTACTS

The vision plan automatically gives participants in the AvMed medical plan \$250 to use for an annual exam along with the following vision services at any provider.

FRAMES & LENSES

- Single Vision
- Bifocal & Trifocal
- Transition
- Progressive
- Lenticular
- High Index Plastic & Polycarbonate
- Glass
- Photochromatic & Polarized
- Tints & Anti Reflective Coatings
- UV & Scratch Coatings

CONTACTS

- Daily Wear & Replacement Lenses
- Extended Wear & Replacement Lenses
- Disposable Lenses & Daily Disposable Lenses

Radial keratotomy and lasik surgery are not covered under this benefit.



DENTAL CARE

DENTAL

The City offers two dental plan choices - HMO and PPO - through dentists contracted under the City's group dental plan.

PLAN FEATURES	Participant Maximum	Preventive Services Exam, cleaning, fluoride, x-rays, sealants	General Services Fillings, periodontics, endodontics	Major Services Crowns, bridges, dentures	Orthodontia Up to 24 month treatment, children or adult braces
DENTAL HMO	No Maximum	100% (no deductibles)	Refer to Plan Copayments (\$5, \$10, \$15, \$25, \$150)	Refer to Plan Copayments (\$10, \$20, \$40, \$155, \$175)	Refer to Plan Copayments (\$100, \$407, \$2,200)
DENTAL PPO	\$1,500 Maximum/year	100% (no deductibles)	100% (no deductibles)	60% (no deductibles)	60% (no deductibles) \$2,500 lifetime maximum

This is a brief summary of the dental plan offered by the City of Ft. Lauderdale. For further information, please refer to the plan documents available in the Benefits Department.



PERMANENT & TERM LIFE INSURANCE FOR THE FAMILY

Life insurance should be part of every employee's benefit package. The City provides various choices depending on your individual needs.

GROUP TERM INSURANCE (STANDARD) - Employees can purchase one of the following amounts (as long as it does not exceed three times their salary at the biweekly costs listed below (as you get older your costs increase every 5 years).

BI-WEEKLY VOLUNTARY TERM RATES BELOW

Optional Standard term life insurance- providing a total coverage.
Includes Accidental Death & Dismemberment (AD&D).

TERM	EMPLOYEE BI-WEEKLY RATES					SPOUSE BI-WEEKLY RATES
	\$10,000	\$25,000	\$50,000	\$100,000	\$150,000	Per \$1,000
AD&D	\$10,000	\$25,000	\$50,000	\$100,000	\$150,000	Per \$1,000
Under 30	.42	1.04	2.08	4.15	6.23	.027
30-34	46	1.15	2.31	4.62	6.92	.032
35-39	55	1.38	2.77	5.54	8.31	.042
40-44	.78	1.96	3.92	7.85	11.77	.065
45-49	1.25	3.12	6.23	12.46	18.69	.111
50-54	1.80	4.50	9.00	18.00	27.00	.166
55-59	2.91	7.27	14.54	29.08	43.62	.277
60-64	3.28	8.19	16.38	32.77	49.15	.314
65-69	5.95	14.88	29.77	59.54	89.31	.582
70-74	9.69	16.48	31.98	63.97	94.98	.955
75+	31.66	53.82	104.48	208.96	310.28	3.15

SPOUSE COVERAGES - Are available in \$5,000 increments as long as the employee is covered. Spouse coverage cannot exceed half of the employee's coverage. Using the rate per \$1,000 chart (above) divide the amount of coverage by 1,000 and multiply times the rate.

CHILDREN COVERAGES - Children can get \$10,000 of coverage through age 20 for a biweekly rate of \$.23; and through age 24 if they are a full-time student.

PERMANENT LIFE INSURANCE (COLONIAL) - Permanent coverages you have while employed and that you can take with you when you leave the City:

- Up to \$100,000 on yourself and spouse and \$10,000 on your child(ren) with limited medical questions asked
- A fixed premium that does not increase over time like term insurance



INSURANCE

City of FORT LAUDERDALE

INSURANCE POLICIES FOR SHORT-TERM DISABILITY, CANCER, ACCIDENTS OR HOSPITAL CONFINEMENT

The City's medical plan covers most of the costs associated with sicknesses and/or injuries. You may want to consider the financial impact that a heart attack, cancer or severe accident can have on you and your family.

Employees have the opportunity to apply for insurance policies from two respected carriers – American Family Life Assurance Company of Columbus (Aflac) and Colonial Life Insurance Company.

These competitive plans can be paid for through payroll deduction while employed with the City and can be taken with you at the same fixed premium when you retire or terminate your employment with the City.

Benefits are paid directly to the insured (unless you choose otherwise) and are paid regardless of any other insurance.

SHORT-TERM DISABILITY - Pays benefits to help replace your income if you are unable to work due to a covered sickness or injury. The actual coverage amount, how soon it starts, how long it lasts, and how much it costs can be explained in more detail by one of the benefit representatives.

CANCER - Pays benefits to help address the first occurrence of cancer with a lump sum payment along with coverage of a myriad of costs associated with hospital confinement, tests, treatment, surgery, and other services. Critical illness benefits covering heart attacks, strokes and major organ transplants are also available.

ACCIDENT - Pays benefits to help with the expenses associated with an accident such as emergency room treatment, ambulance transportation, hospitalization, and more.

HOSPITAL COVERAGES - Provides hospital intensive care coverage for sickness and injury and provides specific health event coverage for critical illness. Benefits are paid based on the services, treatment and hospital stays.



TAX SAVINGS WITH FLEXIBLE SAVINGS ACCOUNTS

This IRS-approved plan allows you to pay out-of-pocket medical expenses and dependent care expenses without paying taxes – saving you 22% or more in taxes. Be careful not to over-budget because if you don't use all the funds in these accounts – the IRS forces you to forfeit the unused monies.

PREMIUMS ARE PRE-TAXED AUTOMATICALLY - The City payroll department automatically pays your healthcare premiums pre-tax.

MEDICAL FLEXIBLE SPENDING ACCOUNT (FSA) - Most out-of-pocket medical, dental and drug expenses can be paid on a pre-tax basis through a Medical FSA. These are set up each calendar year during your Open Enrollment and you can access the total "projected" account as soon as you incur the expenses.

Generally, any deductibles, copays, or provider charges over the usual and customary allowances that you are responsible for under your medical or dental plans are covered. Make sure you've certified that your planned for expenses will be covered since some things like cosmetic procedures are not covered.

DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT - A separate pre-tax account can be set up for day-care expenses. In the Dependent Care FSA you must have built up the necessary funds before the qualifying expenditures will be paid:

- Daycare costs for children under age 13, disabled children, disabled spouses and disabled parents/grandparents who are your legal dependents
- Daycare or nursery schools are eligible providers if the child is too young to attend regular school
- Once the child attends regular school – before or after school care is eligible up to the age of 13
- Custodial care for qualified dependents who regularly spend at least 8 hours per day in your home

REIMBURSING CLAIMS - Once you incur expenses you submit your receipts to the Benefits Department and your reimbursements will be included in your next paycheck.



ELIGIBILITY

City of FORT LAUDERDALE

WHO'S ELIGIBLE?*

Eligibility for employee benefit coverages follow certain City guidelines and may vary by insurer.

EMPLOYEES - Full time employees working 40 hours a week are eligible for benefits:

- Employees begin benefit coverage on the first day of the month following their date of hire (employees must enroll within 31 days of their hire date);
- Changes to benefits can be made within 31 days of a change in family status (marriage, death, etc.);
- Annual changes to benefits can be made during the Annual Benefit Enrollment Period that is normally during November of each year.

SPOUSES - Upon enrolling in benefits a spouse can be added within 31 days of their marriage to the employee.

CHILDREN - Children can be added as long as they are the natural child, stepchild, or legally adopted child of the covered employee and meet the following criteria:

- Reside with their parent(s);
- Under the age of 19 or through the age of 25 and dependent on the covered employee for support and/or is a full or part-time student;
- Dependent children can continue coverage after they reach age 25 until the end of the calendar year in which they reach age 30, by meeting certain criteria, including but not limited to being unmarried with no dependents of his or her own, being a resident of Florida or a full-time or part-time student, and not being covered by any other health insurance policy including Medicare or Medicaid.
- Age 19 or over and is wholly dependent on the employee due to mental or physical handicaps;
- Newborn babies need to be enrolled within 31 days of their birth;
- If both parents are employed by the City, children may be covered under either the mother or father's plan – but not both.

RETIRED EMPLOYEES - Retiree eligibility and coverages are designated by the City statutes.

TERMINATED EMPLOYEES - Under COBRA, City employees who terminate their employment with the City can purchase the City's medical and dental plans for a period of 18 months.

*Coverage availability may vary by insurer



CITY OF FORT LAUDERDALE

BENEFITS DEPARTMENT
101 NE 3rd Avenue, Suite 300
Fort Lauderdale, FL 33301
(954) 828-5160
www.fortlauderdale.gov

BENEFITS DIRECTORY

HEALTHCARE

- | | | |
|-------------------------------------|--|--|
| • AvMed Medical | www.avmed.org | 1-800-882-8633 |
| • AvMed Nurse Line | | 1-888-866-5432 |
| • Employee Assistance Program (EAP) | | (Weekdays) 954-776-7992
(24/7) 954-731-7447 |
| • Catalyst Rx Prescription Drugs | www.catalystrx.com | 1-800-997-3784 |
| • Walgreens Mail Service Pharmacy | www.walgreensmail.com | 1-866-845-3590 |

WELLNESS

- | | | |
|--|--|----------------|
| • Nationwide Wellness Plan (Management/Confidential) | www.fortlauderdale.gov | 1-866-476-1113 |
| • AvMed Wellness Plan | www.fortlauderdale.gov | 1-800-882-8633 |

LIFE INSURANCE

- | | | |
|---------------------------|--|----------------|
| • Standard Term | www.standardlife.com | 1-800-348-3226 |
| • Colonial Permanent Life | www.coloniallife.com | 1-800-325-4368 |

INCOME PROTECTION (disability, cancer, accident)

- | | | |
|------------|--|----------------|
| • Aflac | www.aflac.com | 1-800-992-3522 |
| • Colonial | www.coloniallife.com | 1-800-325-4368 |

PRE-TAX SAVINGS UNDER CITY'S SECTION 125 PLAN ACCOUNTS

- | | | |
|---------------------------|--|--------------|
| • Health Care Spending | www.fortlauderdale.gov | 954-828-5160 |
| • Dependent Care Spending | www.fortlauderdale.gov | 954-828-5160 |

DENTAL

- | | | |
|----------------------------------|--|----------------|
| • SafeGuard/MetLife Dental | www.safeguard.net or www.metlife.com | 1-800-942-0854 |
| • Guardian Dental (Firefighters) | www.glic.com | 1-800-541-7846 |

Question and Answers for Bid #105-10372 - Employee Voluntary Benefits Plan

OVERALL BID QUESTIONS

Question 1

Just for clarification, aside from being the agent of record for the voluntary benefits, this RFP is also for the ongoing and open enrollment administration of the other benefits (medical, dental, vision, etc.)? (Submitted: Sep 22, 2009 3:44:12 PM EDT)

Answer

- The winning vendor is agent-of-record for the voluntary benefits and will provide an enrollment system that is used to make changes to the City's core benefits (medical, dental, vision) during the City's Benefits open Enrollment (December):

1. Following Open Enrollment the system will be posted as a static system only viewable by employees during the upcoming year.
2. The System should allow reps of the winning firm to meet with employees one-on-one during the year to enroll new hires in core and voluntary products - but these enrollments will then be provided on paper to the City's staff to manually key into the payroll system.
3. The City would like to post an update of data to this static system for employees to "view only" as of July 1st reflecting new hires and family status changes that were made the first 6 months of the year. (Answered: Sep 24, 2009 11:12:17 AM EDT)

Question 2

Reference: RFP page 18, #9 (new hires): Does the City require (or prefer) that new hires be personally met by Enrollment Counselors? (Submitted: Sep 30, 2009 8:12:27 AM EDT)

Answer

- Yes, It is the City's intent that trained representatives of the winning bidder/carrier make themselves available and meet in one-on-one sessions with all new hires. (Answered: Sep 30, 2009 8:15:30 AM EDT)

- Many retirees continue the City's group medical and dental for which they pay the full price. Participants in the voluntary products normally continue these coverages into retirement. (Answered: Sep 30, 2009 8:18:20 AM EDT)

- Delete "Many retirees continue the City's group medical and dental for which they pay the full price. Participants in the voluntary products normally continue these coverages into retirement." (This is the answer to question 3 below.) (Answered: Sep 30, 2009 8:23:05 AM EDT)

Question 3

Reference: RFP page 18, #10 (retirees): Please identify the benefits that retirees are eligible to continue? (Submitted: Sep 30, 2009 8:16:53 AM EDT)

Answer

- Many retirees continue the City's group medical and dental for which they pay the full price. Participants in the voluntary products normally continue these coverages into retirement (Answered: Sep 30, 2009 8:23:05 AM EDT)

Question 4

Reference: RFP page 23, Section 125 Program:

- a. Please state the name of the firm that is administering the Section 125 program.
- b. Please confirm that the FSA program has a "run-out" period, and that no "grace period" has been adopted by the City. (Submitted: Sep 30, 2009 8:26:56 AM EDT)

Answer

- The Section 125 plan is currently self-administered by City staff. It is our intent to continue to administer the 2009 Section 125 through the end of the year as well as through its 2009 run-off period. The City expects the winning Section 125 vendor to be in place to begin January 1st for the 2010 Section 125 plan. (Answered: Sep 30, 2009 8:31:31 AM EDT)

Question 5

Reference: RFP Page 2, "The winning bidder will receive commissions from voluntary benefits that is enrolls": Please specify whether the winning bidder will be named Agent of Record for the AFLAC and Colonial products that are being "grandfathered"? (Submitted: Sep 30, 2009 9:32:52 AM EDT)

Answer

- The winning bidder will be the Agent of record for any "New" voluntary benefits it enrolls. While we have suggested that Aflac and Colonial pay the winning bidder a servicing fee for the "grandfathered" products, the City is not in a position to reappoint the agent of record for previously written policies. (Answered: Sep 30, 2009 9:34:56 AM EDT)

Question 6

Reference: RFP Page 14, "Estimated AFLAC and Colonial Life policy"" Please provide the commission rates for the existing coverage (first year percentage, renewal rate percentages)? (Submitted: Sep 30, 2009 9:50:12 AM EDT)

Answer

- The City has provided the estimated policy count and accompanying premium for voluntary products in its RFP. The City does not know, nor does it ask for, the commission rates paid to the existing agent(s) by Aflac and Colonial. (Answered: Sep 30, 2009 9:51:31 AM EDT)

Question 7

Please provide a PDF of the current City enrollment booklet and any other communications materials? (Submitted: Sep 30, 2009 9:58:51 AM EDT)

Answer

- See Attachment G - 2009 Benefit Brochure for Teamsters. Booklets for the management employees & firefighters closely mirror these coverages. (Answered: Sep 30, 2009 10:00:42 AM EDT)

- Please See Attachment D, not Attachment G, for the 2009 Benefit Brochure. (Answered: Sep 30, 2009 10:22:46 AM EDT)

Question 8

Please state whether employees can enroll on their own without seeing an Enrollment Counselor, or if seeing an Enrollment Counselor is mandatory? (Submitted: Sep 30, 2009 10:01:53 AM EDT)

Answer

- We would like all employees to have a session with a representative to initially get their login & password as well as an explanation of benefit coverages. These on-site meetings were popular with employees during the last enrollment. We anticipate a large majority of employees (if not all employees at some locations) meeting with representatives during work hours at their work locations. We are hopeful that employees will then have the option to go online to make changes, enroll, and/or share the information with their spouse. (Answered: Sep 30, 2009 10:13:39 AM EDT)

Question 9

Please state whether the voluntary benefits services in this solicitation are currently being performed by another firm? If so, please state the firm's name? (Submitted: Sep 30, 2009 10:14:43 AM EDT)

Answer

- There are three services covered by the RFP:

1. An enrollment system from Colonial was used in the past enrollment.
 2. The City's Section 125 program is currently self-administered by City staff.
 3. The RFP contains information on the voluntary benefits from both Colonial and Aflac that are currently in place.
- (Answered: Sep 30, 2009 10:16:37 AM EDT)

Question 10

There is a mention that the City's voluntary products will be grandfathered and should be serviced by the selected firm. What type and level of servicing will that entail? (Submitted: Oct 2, 2009 2:07:43 PM EDT)

Answer

- Licensed representatives from the winning firm will be discussing benefit coverages with employees who already have Aflac and Colonial coverages. many of these employees will have questions about their current voluntary coverages and come may want to make changes. It would appear to be in the best interest of Aflac, Colonial and City and its employees to ensure that these representatives can facilitate the needs of employees at thier sessions by answering questions and helping employees make benefit changes. (Answered: Oct 2, 2009 2:10:51 PM EDT)

Question 11

It is noted that the winning bidder will be the agent of record of all voluntary benefits. Does that include the current grandfathered products or only new business? (Submitted: Oct 2, 2009 2:11:38 PM EDT)

Answer

- The winning bidder will be the Agent of Record for any new voluntary benefits it enrolls. These new voluntary benefits will be the only City-authorized voluntary benefits provided to City employees in the future. While we have suggested that Aflac and Colonial pay the winning bidder a servicing fee for the 'grandfathered" products, the City is not in a position to reappoint a new agent of record for previously written policies. (Answered: Oct 2, 2009 2:13:58 PM EDT)

Question 12

Please verify if selected, will awarded vendor be replacing inforce Aflac/Colonial disability coverage? (Submitted: Oct 2, 2009 2:14:52 PM EDT)

Answer

- No- the City is not cancelling or replacing previously written voluntary policies. payroll deductions for these previously written policies will be grandfathered. The winning bidder will be the agent of record for all new voluntary products it enrolls. These new voluntary benefits will be the only City-authorized voluntary benefits provided to City employees in the future. The City is suggesting that Aflac and Colonial pay the winning bidder a servicing fee for sevicig the grandfathered products. (Answered: Oct 2, 2009 2:17:52 PM EDT)

Question 13

Is there a LTD in force? If so, please provide the elimination period? (Submitted: Oct 2, 2009 2:18:20 PM EDT)

Answer

- The City does not offer LTD coverages for employees. The general and police/fire pension plans do have LTD coverages but when employees qualify and take these disability coverages their City employment is terminated. (Answered: Oct 2, 2009 2:19:32 PM EDT)

Question 14

Please provide copies of current voluntary plans for compensation purposes? (Submitted: Oct 2, 2009 2:20:07 PM EDT)

Answer

- The suggested underwriting guidelines you will be evaluated on for each of the proposed voluntary products are contained in the RFP - not on the previously written policies. (Answered: Oct 2, 2009 2:21:01 PM EDT)

Question 15

Under section B - Products, Life Section you reference "Use of Form A" Can you please provide ? (Submitted: Oct 2, 2009 2:21:50 PM EDT)

Answer

- This Universal Life refeence is to Option A or Option B - want you to use Option A for your illustrations. Option A (or Option 1): Level death benefit is equal to the universal policy's face amount. Option B (or Option 2): Increasing death benefit is equal to the universal policy's face amount plus the policy's account value. Premiums will be higher for an Option B plan. (Answered: Oct 2, 2009 2:26:40 PM EDT)